

NOTICE

CONTRACT

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PUBLIC EMPLOYMENT
RELATIONS BOARD

MASTER CONTRACT

between the

NORTH WINNESHIEK SCHOOL DISTRICT

and the

NORTH WINNESHIEK EDUCATION ASSOCIATION

2007 - 2008

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ARTICLE 1: PREAMBLE

Whereas, the Board and the Association recognize and declare that providing a quality education for the students of North Winneshiek Community School District is their mutual desire, THEREFORE, the parties have reached certain understandings which they desire to confirm in this agreement. It is agreed as follows:

ARTICLE 2: DEFINITIONS

Within this agreement, the following definitions of terms shall be used.

- A. The term "Board" shall mean the Board of Education of the North Winneshiek Community School District, or its duly authorized representatives.
- B. The term "employee" shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- C. The term "Association" shall mean the North Winneshiek Education Association or its duly authorized representative or agents.
- D. The term "Administration" shall mean the superintendent, principal(s), and supervisory employees as defined in Chapter 20, Code of Iowa.
- E. The term "District" shall mean the North Winneshiek Community School District.

ARTICLE 3: GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. GRIEVANCE: A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement.
- 2. GRIEVANT: A grievant is the person, persons, or the Association making the complaint.
- 3. PARTY IN INTEREST: A party in interest is the person or persons making the complaint, and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise through violations, misinterpretations, or misapplications of this agreement.

C. PROCEDURE

1. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however may be extended by mutual agreement. In computing time, the first day shall be excluded and the last day included. All days shall be consecutive, unless the last two (2) days fall on or during a week-end, school holiday, or vacation other than summer. In that case, two (2) consecutive school days shall be added beginning with the first day of regularly-scheduled school.
2. A grievant may be represented at all stages after Level One of the grievance procedure by himself/herself, and at his/her option, by one (1) representative selected or approved by the Association.
3. Group Grievance: If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the principal directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

D. GRIEVANCE LEVELS

1. An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and her/his principal.
2. If as a result of the informal discussion with the principal at Level One, a grievance still exists, the grievant shall file the grievance in writing with the principal on the form set forth in Schedule A. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the agreement being grieved, and shall note the remedy requested. The filing of the formal written grievance at Level Two must be within twenty-one (21) days from the date of occurrence of the event giving rise to the grievance or within twenty-one (21) days from the date said occurrence is reasonably discovered by the grievant. Within fourteen (14) days of the filing of the formal grievance, the principal shall indicate her/his disposition of the grievance in writing and shall furnish a copy thereof to the grievant.
3. If the grievant is not satisfied with the disposition of the grievance, he/she shall file a copy of the grievance with the superintendent within seven (7) days of her/his receipt of the principal's written decision in Level Two. The superintendent shall meet the grievant within fourteen (14) days of receiving the grievance, and shall indicate his/her disposition of the grievance in writing within twenty-one (21) days of original receipt thereof and shall furnish a copy to the grievant.
4. If the grievant is not satisfied with the disposition of the grievance provided by the superintendent, he/she shall file a copy of the grievance with the Board of Directors within fourteen (14) days of his/her receipt of the superintendent's written decision. Within three (3) days of receiving the grievance, the President of the Board shall designate two (2) Board members to meet with the grievant and a representative from the Association, such meeting to take place within ten (10) days of the receipt of the grievance by the President. The Board members shall render their decision in writing, indicating their disposition of the grievance, within five (5) days of the above meeting, providing the original to the grievant and copies to the Board President, the superintendent, the principal, and the Association.

5. If the grievant is not satisfied with the action of the Board, the matter may be submitted to arbitration. The grievant shall submit a request in writing to the Board within fourteen (14) days of receipt of the decision in 4 supra, requesting the appointment of an arbitrator. Within seven (7) days of such notice, the two parties shall meet to select an arbitrator. If mutual agreement cannot be reached on a selection after ten (10) days, the PER Board will be requested to provide a list of five (5) names from which an arbitrator will be chosen using a striking system. The decision of the arbitrator shall be binding on all parties.

All costs of the arbitrator shall be divided equally between the parties in interest appearing before the arbitrator.

E. RELEASED TIME

No meetings regarding a grievance shall be held during the work day, unless it is requested by the principal, the superintendent, or the Board, and in such an event the grievant or an Association representative, if one is requested to be present by the grievant, shall be released without loss of compensation.

F. SEPARATE GRIEVANCE FILE

All documents, written communications, and records from the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

ARTICLE 4: REDUCTION OF CERTIFIED PROFESSIONAL STAFF

A. DEFINITION

When, in the sole, exclusive, and final judgment of the Board of Education, decline in enrollment, reduction of program, changes in curriculum, budgetary limitations or any other reason requires reduction in staff among tenured teachers, the following sequential procedures 1-5 shall determine those contracts of teachers to be terminated first.

1. Attrition (normal turnover due to retirement, resignation, transfer, etc.)
2. Teachers with emergency and/or temporary certification, unless needed to maintain an existing program.
3. The seniority principle shall apply system wide, unless needed to maintain an existing program. Seniority shall be defined as the total number of years of teaching experience at North Winneshiek Community School, and shall be applied to the level or curriculum area where the reduction is needed.
 - a. In grades K-5, the basic seniority principle shall apply.
 - b. Written notification shall be given of the intention to reduce staff to the least senior employee teaching in the area of endorsement and approval which will be affected by staff reduction. An employee who is notified of an intent to reduce staff in an endorsement and approval area in which he/she is teaching will have the right to displace any less senior employee whose position the notified employee has the necessary endorsements and approvals to teach. Written notice of intent to exercise such right of displacement shall be given by the notified employee and received by the superintendent within five (5) school days after said employee is notified by personal service or within ten (10) school days of mailing after said employee is notified by certified mail, of intent to reduce staff. Such notice of displacement shall contain the name of the person intended to be displaced and the teaching situation the notified employee intends to displace. The superintendent shall then notify the displaced employee as set forth above. An employee who is displaced pursuant to this Section shall have the same displacement rights with respect to less senior employees as set forth above.

4. Education classification shall apply in accordance with adopted salary guide.
 - a. BA
 - b. BA + 10
 - c. BA + 20
 - d. BA + 30
 - e. MA/BA + 45
 - f. MA + 10
5. Evaluation of teaching effectiveness shall be considered in those situations where determination cannot be made solely through application of the above steps.

Extra duty assignments shall not be given preference over seniority rights, educational classification, or performance rating.

B. REEMPLOYMENT

Any teacher terminated pursuant to this policy shall have recall rights to any open position for which he/she is or may become certified, for one (1) calendar year beginning July 1st after the effective date of his/her contract termination, and shall be recalled to available positions in such professional categories in reverse order of termination. During said one year period, a teacher will receive one notification per vacancy within level or curriculum areas sent by certified mail (with return receipts). A teacher not replying within fifteen (15) calendar days from date of mailing will not be considered for further reemployment under this policy. However, if notification is undeliverable, the teacher will have waived reemployment rights for said vacancy only. A teacher, under contract to another employer when the vacancy notification is received, must inform the central office of his/her contractual status and whether he/she wishes to continue his/her employment rights under this policy.

Also during said period, it is the responsibility of the teacher desiring reemployment to apprise the administration of his/her qualifications in other professional categories.

C. NOTIFICATION

The administration shall provide written notice of intent to reduce staff containing the reason therefore to the Association and to each teacher who may possibly be affected by reduction, giving the reasons therefore, as early as possible, but no later than a date consistent with current existing laws of the State of Iowa.

D. BENEFITS

Experience credit will accrue between termination pursuant to this policy and reemployment provided the individual concerned is engaged in full time teaching in a state accredited school. Fringe benefits will not accrue between termination pursuant to this policy and reemployment. Sick leave accrued prior to staff reduction will be maintained. The teacher will be placed on the experience steps as earned and will receive fringe benefits negotiated for the year of reemployment.

E. RESIGNATIONS

Any teacher who resigns upon request for reasons of staff reduction shall be accorded the recall rights unless specifically waived by the teacher in writing. The Board shall annually provide the Association with a current list of teachers who have retained their recall rights as provided by this policy.

F. SENIORITY LIST

An updated seniority list shall be made available to all teachers and the Association by September 30 of each school year. This list shall include the seniority of each employee. The list for the 6-8 employees shall include all endorsements and approvals. The list shall be promptly amended upon any changes to said list with notification to all parties. Unless a grievance is filed pursuant to Article 3 of this contract, this seniority list shall be binding upon all employees for staff reduction purposes. In the event a grievance is filed, the final disposition of the grievance shall be binding on all parties in interest to the grievance for all the purposes set forth above.

In the event a grievance is filed, all employees whose seniority standing will be affected by the disposition of the grievance shall be named by the grievant as a party in interest. All employees named as a party in interest or determined to be a party in interest by the principal shall be given a notice of the filing of a written grievance at Level Three and shall have the right to participate in all levels of the grievance procedure in the same manner as the grievant. A party in interest shall also have the same obligations as the original grievant in the grievance procedure, including complying with the time requirements for forwarding the grievance to the next level. A party in interest shall use the same grievance form as the original grievant.

ARTICLE 5: WAGES AND SALARIES

A. SCHEDULE

1. The salaries of each employee covered by the regular salary schedule are set forth in Schedule B. Salary schedules for Phase II are set forth in Schedule B-1.
2. In the event there is any increase or reduction of Phase II moneys to the school district during the duration of the agreement, the amounts on Schedule B-1 shall be recomputed to encompass the total amount of increase or reduction.

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment of Salary Schedule

Each employee in the bargaining unit shall be placed on the highest vertical step for which they are qualified on the salary schedule for the ensuing school year, unless they are not granted a full step increase due to failure to comply with the following (Probationary Contract):

- a. Written School Board policies.
- b. Written Administration rules & regulations.

Any employee who has taught one-half (1/2) or more of any semester will be given full credit on the salary guide for that semester.

The school nurse shall be placed on the salary schedule as follows: If the nurse has a Bachelor's degree, s/he will be placed on the salary schedule in the same manner as any other employee and would be eligible for the same type of lane and step changes as other employees. In the case of less than a Bachelor's degree, the nurse would be placed in the same manner as above, but would be placed at a rate equal to 90% of the step s/he is at.

2. Credit for experience

Full credit on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment during the period covered by this contract up to a total of seven (7) years experience earned during the last twelve (12) years. Credit for up to a total of seven (7) years experience may be granted for experience earned in the District beyond the last twelve (12) years at the sole discretion of the Board, and this credit

may be granted retroactively. However, an employee may agree prior to initial employment to waive any credit on the salary schedule for previous experience.

3. Returning to the District

Any employee with previous teaching experience in the District shall, upon returning to teaching in the District, be granted full credit for his/her previous experience credit level if the employee:

- a. was on a Board-approved leave of absence.
- b. was called into mandatory military service.
- c. was employed as an administrator or in some other educational capacity within the District.

An employee who has had further teaching experience after leaving the District could return to same under the conditions in item B(2) above.

C. Advancement on the Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule under the conditions stated in B(1), B(2), B(3), above.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to the highest lane for which they are eligible shall move to the corresponding step on the higher lane. Educational credits to apply toward a higher educational lane must meet these requirements:

- a. Full credit will be allowed for graduate level credits in the field of education. Providing there is no cost to North Winneshiek, 5 of the 10 credits required for a lane advancement may be Continuing Education Units in the field of education.
- b. Prior approval by the Superintendent is required for all graduate courses and Continuing Education Units taken for lane advancement.

All credits must be earned through an accredited institution. At the discretion of the superintendent, full credit may be allowed for graduate level credits from a non-accredited institution if those credits support the established curriculum of the district.

3. Request for Educational Lane Advancement

An employee intending to qualify for a higher educational level for the next school year will request an attachment sheet for his/her contract from the Board Secretary by June 1 or on the contract due date, whichever is later of the year of the intended lane change. Credits for this advanced educational lane must be earned before September 1 of the school year. Upon receipt of the grade report of these additional credits, employee will provide a copy of same along with a written request for contract modification, to the administration prior to October 1. Failure to request attachment sheet or provide proof of attainment shall bar employee from lane advance for the balance of the current school year.

D. METHOD OF PAYMENT

1. Pay Period

Each employee shall be paid in twenty-four (24) equal installments on the 15th and 30th day of each month starting in September of each contract year. Employees have the option of receiving their pay in 18 installments.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

3. Summer checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee as each check becomes payable.

4. Each employee shall have the opportunity to have an amount, specified by the employee, deducted from each payroll check sent to the financial institution of their choice.

E. EXTRA ASSIGNMENTS AND EXTENDED CONTRACT RATE

The salary schedule is based upon the regular school calendar of one hundred and ninety-five (195) contract days. Any employee whose assignments exceed the normal contract up to a maximum of two hundred and forty (240) days, will be additionally compensated at a per diem rate based on the one hundred and ninety-five (195) day contract. It is understood that these additional days must be equal in responsibility of assignment to be considered for equal payment.

No additional payment is allowed for additional hours past normal eight if called for purpose of staff meetings, in-service meetings, open houses, and other such professional activities in connection with the teaching assignment. The administration has the right to assign employees to ticket selling and pep bus assignments with pay when volunteers are not available, keeping the number of involuntary assignments given to each employee as equal as possible.

Amounts shall be rounded off to the nearest dollar figure.

Each employee shall be admitted free to all school sponsored activities, except for tournaments, class fund raising projects or school plays.

ARTICLE 6: SUPPLEMENTAL PAY

A. EXTRA-CURRICULAR ACTIVITIES

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule C are official school sponsored activities.

2. Rates of Pay

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule C, which is attached hereto and made a part hereof. Junior High athletic practices which take place during the normal work day shall be eligible for compensation under this article.

B. MILEAGE EXPENSES OF TRAVELING EMPLOYEES

1. Employees required to use their own automobile in the performance of their duties for field trips or other business of the district shall be reimbursed for all such travel at the rate of thirty five (35) cents per mile, or any increased amount up to the amount allowed by the Internal Revenue Service but not to exceed the amount allowed for State of Iowa employees.
2. The Board shall provide excess liability insurance protection for employees over and above their personal automobile liability insurance up to the limits in effect for the District's bus fleet, when their automobiles are used as provided in this section.
3. An employee's vehicle shall only be used in an emergency or when approved in advance by the administration.

ARTICLE 7: INSURANCES

A. TYPES

1. Health and Major Medical

Each employee working thirty-two (32) hours or more per week shall be covered by a health and major medical program paid for by the Board that meets the following minimum specifications: Equal to or surpassing the plan that is in effect at the time of the agreement subject to the acceptance of the employee by the insurance carrier. Coverage shall be provided for twelve (12) consecutive months beginning with September 1. Any employee hired after September 1 shall receive coverage beginning the first day of the month following the month he/she is employed and for the balance of the period. Employees working less than 32 hours per week will have insurance provided by the Board on a pro-rated basis.

The Board shall not be required to obtain insurance coverage for an employee not accepted for coverage by the insurance carrier. However, the Board shall contribute to a health and major medical program obtained by such an employee for his/her own coverage, a sum equal to the amount contributed to covered employees. The above plan may be changed by the Board to include pre-authorization. Furthermore, the deductible amount currently in effect may also apply to hospitalization.

If the coverage of the above insurance plan is changed by the insurance carrier, the Board shall not be obligated to provide coverage "equal to or surpassing that in effect at the time of this agreement."

2. Disability

Each employee shall be covered by a long-term disability insurance program, the financial benefits of which are equal to or surpassing that in effect at the time of this agreement, subject to the acceptance of the employee by the insurance carrier. Coverage shall be provided for twelve (12) consecutive months beginning with September 1. Any employee hired after September 1st shall receive coverage beginning the first day of the month following the month in which he/she is employed and for the balance of the period.

Benefits under this program shall begin fifteen (15) calendar days after the termination of the employee's sick leave pay.

If the coverage of the above insurance plan is changed by the insurance carrier, the Board shall not be obligated to provide coverage "equal to or surpassing that in effect at the time of this agreement."

3. Insurance Carrier

The District may change the insurance carrier for Health and Major Medical and/or Disability as long as the new package in total is equal to or better than the current package in total.

4. Worker's Compensation

Each employee shall be covered by Worker's compensation insurance paid for the Board as required by law.

5. School Liability

All employees shall be covered by a school financed comprehensive general liability insurance covering job-related performance of duties.

B. DESCRIPTIONS

The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

C. CONTINUATION

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned coverages shall continue to be paid for by the Board for a period of thirty (30) days.

Employees on unpaid leave for one month or longer shall have the option to continue any or all of the Board-paid program by paying the premiums themselves to the Board in advance of the billing date, subject to the approval of the insurance carrier.

D. DENTAL INSURANCE

Each employee working thirty-two (32) hours or more per week shall be covered by a dental program fully paid for by the Board. Employees working less than 32 hours per week shall have dental program paid for by the Board on a pro-rated basis.

E. LIFE INSURANCE

Each employee working twenty-five (32) hours or more per week shall be covered by a term life insurance program fully paid for by the Board that provides a minimum death benefit of \$50,000.00, double for accidental death. Employees working less than 32 hours per week shall have a term life insurance program paid for by the Board on a pro-rated basis.

ARTICLE 8: SICK LEAVE

A. ACCUMULATION BENEFITS

All regular employees shall be granted sick leave in the amount of fifteen (15) days per year. The total accumulation allowed will be 130 days. No employee shall have more than 130 days available to them in any given year. For the purposes of this article, "day" shall mean the daily period of contracted employment.

B. TRANSFER OF SICK LEAVE

New teachers in this system can transfer in up to ten (10) days of accumulated sick leave from their previous employment upon statement from that school district's secretary attesting to such accumulation. Such statement must be postmarked on or before September 15 of the year of initial employment in this District.

C. NOTIFICATION OF ACCUMULATION

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 15 of each year.

D. REQUIREMENT OF DOCTOR STATEMENTS

If an employee is ill or injured for more than five (5) consecutive school days, a doctor's statement pertaining to said illness or injury is required. If an employee is ill or injured five (5) consecutive school days or less, a doctor's statement pertaining to said illness or injury may, at the discretion of administration, be required.

For illness or injury of any length, the administration may require the employee to undergo an examination by a doctor to be named by the administration to be paid for by the Board.

E. DOCTOR & DENTAL APPOINTMENTS

Doctor or dental appointments for treatment of injury or illness that cannot be arranged outside of school hours shall be considered sick leave.

F. NOTIFICATION BY EMPLOYEE OF SICK-LEAVE ABSENCES

The employee shall notify the appropriate principal when it is known that he/she will have to be out of school for sickness, so that a substitute can be obtained. If the employee finds that he/she is sick in the morning, the employee shall notify his/her principal or their designee between 5:45 a.m. and 6:45 a.m.

G. LOSS OF SICK-LEAVE PAYMENTS

Failure by the employee to comply with the requirements of D, E, and F of this article shall cause the employee to lose his or her sick leave payments for the period of his or her absence for the claimed illness or injury.

When a statement of illness or injury has been falsified, none of the sections of this Article shall constitute the exclusive evidence which may be used by the administration in denying sick leave payments.

H. The employee shall be entitled to use up to a maximum of five (5) days per year of the employee's sick leave which is provided for in Section A, above, when a member of the employee's family (spouse, parent, or child) is ill and it is necessary for the employee to personally care for said family member. The use of sick leave for family illness, as provided for in this paragraph, shall be charged against the employee's available sick leave and sick leave for family illness shall not accumulate from year to year.

I. Each employee shall receive one personal day in the event that said employee uses eight or less sick days during the contract year and a second day if the employee uses four or less sick days in the contract year. The awarded personal day(s) would be added to the allowance for the following year regardless of the status of the employee's personal day accumulation.

ARTICLE 9: TEMPORARY LEAVE OF ABSENCE

As of the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence, except for accumulation as set forth in A(1), below.

A. PERSONAL LEAVE

1. Each employee shall annually receive three (3) days to be used for the employee's personal affairs without loss of pay. Such personal days shall be credited to the employee as of the first official work day of the school year and shall be accumulated to a total of five (5) days, all of which may be available for use. An employee planning to use a personal leave day or days shall notify his/her principal at least two (2) days in advance if possible. The employee shall not be required to give a reason for the use of a personal day. No more than two (2) employees per level (elementary & middle school) shall be allowed to be absent for personal leave at the same time.
2. Each employee shall be permitted to use up to two (2) days per school year for personal use at the discretion of the employee with reduction in pay. An employee planning to use such a personal day shall notify the superintendent at least three (3) days in advance, except in an emergency over which he/she has no control. Employees using personal days described in this paragraph shall be charged the current substitute teacher fee for full or partial day absences regardless as to the hiring of a substitute teacher.
3. Personal days can be taken in one-half day increments.
4. The employee shall be reimbursed at the substitute rate of pay for each personal day not used during the school year, with a limit of two (2) per year.

B. JURY AND LEGAL

An employee subpoenaed for jury duty during school hours, or who is required to appear in any judicial or administrative proceedings for the Board shall be provided such time with pay. Any fees or remuneration the employee receives during these subpoenaed appearances shall be turned over to the District.

An employee shall be permitted one (1) day per year with pay for legal appearances. Notification of such absence must be given the administration at least three (3) days prior to the absence. Such entitlement shall not exist if the matter being tried is a suit brought by the employee against the District, the Board, any member of the Board, or the administration for school-related matters.

C. BEREAVEMENT

1. The following shall be granted through the superintendent's office for bereavement leave in the event of the death to each of the following employee's relatives: Up to ten (10) days of leave per year with pay (except as set forth in 9C(2)) for spouse OR child; and up to five (5) days of leave per year with pay (except as set forth in 9C(2)) for each parent, parent-in-law, brother, sister, son-in-law, and daughter-in-law. Two (2) days per year may be used for the funeral of a relative or friend with no loss of pay (except as set forth in 9C(2)).
2. The first five (5) days of authorized bereavement leave taken under 9C(1) by an employee in a school year shall be without loss of pay, except that ten (10) days per year without loss of pay shall be authorized for loss of spouse or child. For each additional day of authorized bereavement leave taken, the employee shall be charged the total cost of a substitute to the school district.
3. The superintendent, at his/her discretion, may grant bereavement leave over and above that contained in 9C(1), above.

D. SERIOUS ILLNESS LEAVE

1. A maximum of five (5) days per occurrence will be granted for a serious/critical illness of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, or grandchild whose illness requires the employee's attendance. All such absences are chargeable against the employee's accrued sick leave, and are not accruable year-to-year.
2. The first five (5) days of authorized serious illness leave taken under 9D(1) by an employee in a school year shall be without loss of pay. For each additional day of authorized serious illness leave taken, the employee shall be charged the total cost of a substitute to the school district.

E. GOOD CAUSE

Other temporary leaves of absence with pay shall be granted, at the sole discretion of the principal, for up to one day per year for business not covered by other leave that cannot be scheduled outside of the school hours. In no event, shall this leave be granted if a substitute is required to be hired. Such absences are to be scheduled during employee's preparation period, or having another employee volunteer to sit in for him/her with the approval of the principal.

F. RESERVE DUTY LEAVES

An employee who may be called up for a typical two (2) week military reserve or National Guard duty during this contract year shall, upon notification to the superintendent when the employee learns the date for this duty, be granted reservist leave for up to two (2) weeks. The school shall, upon application by the employee, pay the employee on reserve duty the difference between military duty pay and the regular pay during this period not to exceed two (2) weeks.

G. ASSOCIATION LEAVE

Up to three (3) days per year shall be granted as association leave to the Association. Employees using this leave shall be charged the current substitute teacher fee during such leave.

H. MISCELLANEOUS LEAVE WITHOUT PAY

An employee may request from the Board a leave without pay for any purpose not covered by this contract. This leave shall be granted at the sole discretion of the Board.

I. PROFESSIONAL LEAVE

A certified employee may request professional leave to be used for educational purposes. The professional leave day(s) are to be mutually planned with and authorized by the superintendent/principal. The employee planning to use professional leave day(s) shall notify the principal at least one (1) week in advance of the leave.

Professional leave days shall be used for the purpose of:

1. Visitation to view other institutional techniques or programs;
2. Conferences, workshops, or seminars conducted by colleges, universities, or other institutions or organizations.
3. Others as approved.

A report shall be arranged with the principal within five (5) days after the professional leave.

J. LEAVE FORMS

All forms dealing with contractual language shall be agreed upon by the NWEA and the Board.

ARTICLE 10: EXTENDED LEAVE OF ABSENCE

A. EXTENDED LEAVES WITHOUT PAY

An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, shall, upon application to the Board, be granted a leave of absence without pay for the duration of such illness or disability up to the balance of the contract year. This leave may be renewed for one year upon written request by the employee at the sole discretion of the Board.

B. PUBLIC OFFICE LEAVE WITHOUT PAY

A leave of absence without pay not to exceed two (2) years from the time the employee is sworn into office shall be granted to any employee, upon application, for the purpose of serving in an elected public office, either local, state or national. Upon return from such office leave, such employee shall be placed at the same position on the salary schedule and be credited with an accumulation of sick leave equal to when he/she began his/her leave.

C. FAMILY ILLNESS LEAVE WITHOUT PAY

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family (spouse, child, son-in-law, daughter-in-law, or parent).

D. EDUCATIONAL IMPROVEMENT LEAVE WITHOUT PAY

A leave of absence without pay of up to three (3) years may be granted to any employee at the discretion of the Board, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and with the same sick leave accumulation as when he/she began this leave.

Said employee shall notify the Board by February 1st of each educational leave year as to whether or not he/she will be returning for the next contract year. Employee must provide transcripts showing maintenance of full educational load.

E. The provisions of the Family Medical and Extended Leave Act are hereby incorporated into this agreement by this reference. This inclusion shall in no way reduce or adversely impact any other provisions of this agreement.

ARTICLE 11: EMPLOYEE WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Regular Contracts

The in-school work year for employees shall not exceed one hundred ninety-five (195) days. These days shall include the state-required days of school attendance, scheduled staff workshops and conferences, and holidays falling during the Board-adopted school year calendar.

It is understood that the last day of school could be extended past the scheduled last day as shown on the calendar due to emergency closing of school during the year because of bad weather, energy problems, and other unavoidable reasons.

2. Extended Contracts

Employees may be contracted for additional days beyond the regular one hundred ninety-five (195) day contract at the sole discretion of the Board. Any additional days on such extended contracts would fall during the summer period and would be in addition to the Board-adopted school calendar for regular contracts. Extended contracts shall not exceed two hundred forty (240) days during the twelve (12) month period. These extended days of employment will be listed in the employee's individual contract.

3. Reduced Contracts

Employees can be contracted for less than one hundred ninety-five (195) days, at the sole discretion of the Board, to fill vacancies or other program needs during the twelve (12) month period.

4. Conditional Contracts

The Board shall have the authority to enter into conditional contracts to fill a position vacated by an employee who is on leave of absence covered by this contract. Any employee hired under such a conditional contract shall be limited to those conditions of employment spelled out in their contract. Article four (4) and ten (10) of this agreement shall not apply to the conditional employee's contract.

B. Holidays and Vacations

1. School Holidays

The school holidays effective during the agreement shall be as set forth below for the employees with regular contracts:

Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Christmas Day	Memorial Day

2. Vacations

The vacation days effective during this agreement shall be as set forth below for employees with regular contracts:

- a. January 2, unless the day falls on either Saturday or Sunday.
- b. Monday following Easter.

These vacation days will be guaranteed.

ARTICLE 12: EMPLOYEE HOURS AND LOAD

A. WORKDAY

1. Length of the Day

The total in-school work day shall consist of not more than eight (8) hours which shall include a lunch period as provided to employees under Section C of this article.

2. Arrival and Dismissal Time

No employee shall be required to report to duty earlier than 7:30 A.M. (except as set forth in Article 12, Section D, Item 1) and employees may leave school at 3:30 P.M. except that employees may leave school after bus departure on the last day of the school week, except on the last day of the first and third quarters. Any teacher desiring to report and leave earlier than the above times, or report and leave later than the above times shall arrange such schedule with the superintendent/principal.

3. Early Dismissal

School shall be dismissed at 2:15 P.M. on the day preceding Thanksgiving, Christmas, and Easter breaks. School shall be dismissed at 1:15 P.M. on the final day of each quarter to allow employee work time for the quarter grading period. It shall be the Principal's discretion as to employees being dismissed prior to 3:15 PM on early dismissal days.

B. Preparation Time and Assignments

1. Elementary

All employees shall, in addition to their thirty (30) minute duty free lunch and scheduled recesses, be provided with a minimum of thirty (30) minutes of preparation time during each student day during which time they shall not be assigned to any other duties.

2. Secondary

All employees shall, in addition to their thirty (30) minute duty free lunch period, be provided with the equivalent of one class period during each student day, during which time they shall not be assigned to any other duties.

3. Part-time

Part-time employees shall receive preparation time pro-rated as per their contract.

4. A good-faith effort shall be made to insure that teachers assigned both elementary and secondary teaching responsibilities shall have preparation time consistent with the secondary standard above.

5. Assignments

Secondary teachers assigned classes requiring more than six (6) preparations per day shall be paid a sum equal to one-eighth (1/8) of their contracted teaching salary for the duration of the period during which such assignment exists. In the event the student day is changed from an 8 period structure, this section shall be reopened prior to such a change.

C. LUNCH PERIODS

1. Duty-Free Lunch

All employees shall have a daily duty-free lunch period of thirty (30) minutes.

2. Leaving the Grounds

An employee leaving the grounds during the normal work day shall do so with approval of an administrator or an administrator's designee.

D. MEETINGS

1. Employees may be required to remain after the regular work day for attending faculty or other professional in-service meetings. Such meetings shall extend no longer than one hour after regular student dismissal time. Meetings shall not be called on Fridays or on any day immediately preceding a holiday. A special meeting will be called when deemed necessary by the administration. This special meeting could expand the work day either before or after the regular work day and could be called on days previously excluded from meetings. Special meetings will adhere to the following parameters:
 - a. Thirty (30) minutes before the regular work day.
 - b. Sixty (60) minutes after the regular work day.
 - c. If time requirements exceed the above limitations, adjustments will be made in the school day.
 - d. There shall be a 1:15 p.m. dismissal once each quarter for the purpose of conducting staff development programs. Such programs shall be planned by a team of NWEA representatives and the school administration.
 - e. In the event an employee is required to remain after 3:30 p.m., or arrive before 7:30 a.m., for staffings or parent meetings, the employee shall be allowed compensatory time following the same procedure as in Article 12A(2).

2. Notice and Agenda

The notice of an agenda for any scheduled meeting shall be given to the employees involved at least two (2) days prior to the meeting. Employees shall have the opportunity to suggest items for the agenda, and any revisions will be distributed at the meeting.

E. NON-ATTENDANCE

Employee attendance shall not be required whenever the school day is dismissed or canceled due to weather related problems. However, if the beginning of the school day is delayed due to weather related problems, the start of the teacher work day will be delayed an equal period.

If teachers have an arrival problem after the beginning of the student day, they shall be required to take a deduction of good-cause leave for that time beyond the starting of the student day.

ARTICLE 13: HEALTH PROVISION

A. MEDICAL EXAMINATION - NEW EMPLOYEES

Except as otherwise provided in the rules of the Iowa Department of Education, the local Board shall require each employee to file with it, at the beginning of service, a written report of a medical examination by a licensed physician and surgeon, osteopathic physician and surgeon, osteopath, or qualified doctor of chiropractic, licensed physician's assistant, or advanced registered nurse practitioner of the employees' choice, certifying that such employee has the fitness to perform the tasks assigned.

This initial medical examination shall be from a licensed physician and surgeon, osteopathic physician and surgeon, osteopath, or qualified doctor of chiropractic, licensed physician's assistant, or advanced registered nurse practitioner of the employees' choice within thirty (30) days of initial employment, and to be paid for by the employee.

Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. Employees who refuse to provide this medical examination report, or who fail to be recommended by their physician for this position, will be considered for termination by the Board.

The proof of fitness to perform the tasks assigned will be a statement to that effect from the licensed physician and surgeon, osteopathic physician and surgeon, osteopath, or qualified doctor of chiropractic, licensed physician's assistant, or advanced registered nurse practitioner of the employees' choice.

ARTICLE 14: EMPLOYEE EVALUATION

A. CLASSROOM OBSERVATIONS

1. The classroom teaching performance of a regular full time first and second year classroom teacher shall be formally evaluated a minimum of twice each year.
2. Beyond their second year of service, classroom teachers (known as “career teachers”) shall have a formal classroom observation as part of their performance review at least once every three years by the administration.
3. Within six (6) weeks after the beginning of each school year teachers shall be acquainted with the evaluation procedures to be observed.
4. Formal observations shall be for a continuous length of time no shorter than thirty (30) minutes or longer than ninety (90) minutes.
5. The evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The post-conference must be no later than five (5) days following the formal observation.
6. The evaluator’s written formal observation comments shall be reviewed at the post-conference within ten (10) school days following the formal classroom observation. The teacher shall be provided with a copy of the formal observation comments.
7. Within five (5) school days after the meeting with the evaluator, the teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personal file.
8. All formal evaluations of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.
9. When revisions are to be made in the primary evaluation instruments and procedures, those affected will have the opportunity to provide input. Since providing for the continuing improvement of instruction is one of the primary functions of evaluation, provisions should be made for identification of strengths and weaknesses, opportunity should be provided for improvement, and the process should provide for a continuing measure of progress.
10. Informal evaluations shall not become a part of the employee’s personal file.
11. All evaluations shall be fair and accurate.

B. INDIVIDUAL CAREER DEVELOPMENT PLANS

1. Each teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan.
2. The plan shall be approved within twenty (20) school days of its submission.
3. Modification of the plan can be made at any time. When/if needed, the evaluator and teacher shall review the progress of the plan’s goal(s).

C. SUMMATIVE EVALUATION OF THE CAREER PERFORMANCE REVIEW

1. Summative Evaluation shall mean evaluating the overall performance of the teacher in meeting the Iowa Teaching Standards and Criteria.
2. The evaluator shall complete the Summative Evaluation of the Career Performance Review and meet with the teacher to discuss the review.
3. The evaluator shall provide the teacher with a copy of the completed Career Performance Review.

ARTICLE 15: TRANSFERS - VOLUNTARY OR INVOLUNTARY

A: DEFINITION OF A TRANSFER

Transfer is considered the movement of an employee to a different assignment, grade level, or subject matter for which that employee is or can be certified.

B: VOLUNTARY TRANSFERS

Any employee may apply for voluntary transfer to a different assignment, grade, level, or subject matter. Such application shall be in writing to the superintendent, and will be considered along with other applications when an opening occurs.

C: INVOLUNTARY TRANSFERS

Involuntary transfers are transfers, not made at the request of an employee, to a different assignment, grade level, or subject matter for which the employee is or can be certified.

Such transfers can be made for such reasons as declining enrollment, budgetary problems, staff re-alignments, or for other good cause which, in the sole discretion of the administration, are necessary for the operation of the school.

ARTICLE 16: DUES DEDUCTION

A. AUTHORIZATION

Any employee who is a member of the Association or who has applied for membership may sign an assignment authorizing payroll deduction of his or her Association dues.

B. RIGHTS AND RESPONSIBILITIES

1. All assignments shall be in writing and in the form set out in Schedule D, this agreement.
2. The Association shall be responsible for distributing the assignment cards to the employees, collecting the assignment cards from the employees, and delivering them to the administration.
3. Any employee signing an assignment card may terminate the assignment upon giving thirty (30) days written notice to the administration.
4. The Association shall be responsible for informing the employees of the dues deduction system and of their statutory right of termination.
5. All assignment cards for a school year shall be delivered to the administration by September 25 of that school year to be eligible for the dues deduction program. No new names will be added to the dues deduction program for that school year after the above date,
6. The Association shall notify the administration prior to September 10 of the annual dues to be deducted from the salary of each Association member electing dues deduction for that school year. The administration shall deduct either one-sixth or one-sixteenth of the total annual dues from six (6) or sixteen (16) payrolls beginning with the October 15 payroll. The administration shall only deduct the annual Association dues for that school year, and shall not deduct dues from any past or future years, any initiation fees, or any special assessments. The administration shall deliver a check for the amount of dues deducted from each payroll to the treasurer of the Association.

C. HOLD HARMLESS

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in this Agreement between the parties for dues deduction.

ARTICLE 17: COMPLIANCE CLAUSES AND DURATION

A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND COMPREHENSIVE AGREEMENT

If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

B. SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

C. PRINTING AGREEMENT

Copies of this agreement shall be printed at the shared expense of the Board and the Association after agreement. The agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

D. NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by hand delivery with receipt given or by certified letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at North Winneshiek Community School, 3495 North Winn Road, Decorah, Iowa 52101.
2. If by Board, to Association at North Winneshiek Community School, 3495 North Winn Road, Decorah, Iowa 52101.

E. DURATION PERIOD

This agreement shall be effective as of July 1, 2007, and continue in effect until June 30, 2009 on all language items with the salary schedule (B) open for negotiations for the 2008-2009 school year.

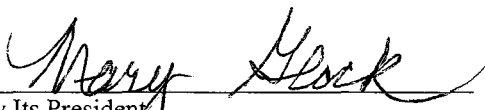
Any agreement reached under Chapter 294A.15, Code of Iowa, that impacts on the mandatory subjects of bargaining, including but not limited to entitlement or receipt of wages, shall be considered an amendment to this agreement.

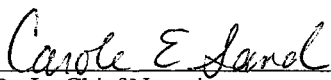
ARTICLE 18: SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 14th day of May, 2007.

NORTH WINNESHIEK EDUCATION
ASSOCIATION


Association


By Its President


By Its Chief Negotiator

NORTH WINNESHIEK COMMUNITY SCHOOL

Board of Education


By Its President


By Its Chief Negotiator

SCHEDULE A

GRIEVANCE REPORT

Date Filed _____

North Winneshiek School District
3495 North Winn Rd. Decorah, IA 52101

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

Position

LEVEL II

A. Date Violation Occurred _____

B. Section (s) of Contract Violated _____

C. Statement of Grievance*

D. Relief Sought*

Signature

Date

E. Disposition by Principal or Immediate Supervisor

Signature of Principal or
Immediate Supervisor

Date

*If additional space is needed, attach additional sheets

LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee

Signature of Superintendent or Designee Date

LEVEL IV

A. _____
Signature of Aggrieved Person Date Received by Board

B. _____
Signature of Association President Signature of Board President

C. Disposition by Board

Signature of Superintendent or Designee Date

LEVEL V

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator*

Signature of Arbitrator Date of Decision

*If additional space is needed, attach additional sheets

Note: All provisions of ARTICLE 3 of the Agreement, Dated shall be strictly observed in the settlement of grievances.

SCHEDULE B

2007-2008 NORTH WINNESHIEK SCHOOL SALARY SCHEDULE

B.A. BASE EQUALS		23,100					
		B.A.+45					
EXPERIENCE	INDEX	B.A. 1.000	B.A.+10 1.035	B.A.+20 1.070	B.A.+30 1.085	M.A. 1.105	M.A.+10 1.140
*****		*****					
0 YEARS	1.000	23,100	23,909	24,717	25,064	25,526	26,334
1 YEAR	1.035	23,909	24,745	25,582	25,941	26,419	27,256
2 YEARS	1.070	24,717	25,582	26,447	26,818	27,312	28,177
3 YEARS	1.105	25,526	26,419	27,312	27,695	28,206	29,099
4 YEARS	1.140	26,334	27,256	28,177	28,572	29,099	30,021
5 YEARS	1.175	27,143	28,092	29,042	29,450	29,992	30,942
6 YEARS	1.210	27,951	28,929	29,908	30,327	30,886	31,864
7 YEARS	1.245	28,760	29,766	30,773	31,204	31,779	32,786
8 YEARS	1.280	29,568	30,603	31,638	32,081	32,673	33,708
9 YEARS	1.315	30,377	31,440	32,503	32,959	33,566	34,629
10 YEARS	1.350	31,185	32,276	33,368	33,836	34,459	35,551
11 YEARS	1.385	31,994	33,113	34,233	34,713	35,353	36,473
12 YEARS	1.420	32,802	33,950	35,098	35,590	36,246	37,394
13 YEARS	1.455	33,611	34,787	35,963	36,467	37,140	38,316
14 YEARS	1.490	34,011	35,624	36,828	37,345	38,033	39,238
15 YEARS	1.525	34,411	36,024	37,693	38,222	38,926	40,159
16 YEARS	1.560	34,811	36,424	38,093	39,099	39,820	41,081
17 YEARS	1.595	35,211	36,824	38,493	39,499	40,713	42,003
18 YEARS	1.630	35,611	37,224	38,893	39,899	41,113	42,924
19 YEARS	1.665	36,011	37,624	39,293	40,299	41,513	43,324
20 YEARS	1.700	36,411	38,024	39,693	40,699	41,913	43,724
21 YEARS	1.735	36,811	38,424	40,093	41,099	42,313	44,124
22 YEARS	1.770	37,211	38,824	40,493	41,499	42,713	44,524

SCHEDULE B1

2007-2008 NORTH WINNESHIEK SCHOOL PHASE II SALARY SCHEDULE

B.A. BASE EQUALS

636

B.A.+45

EXPERIENCE	INDEX	B.A. 1.000	B.A.+10 1.035	B.A.+20 1.070	B.A.+30 1.085	M.A. 1.105	M.A.+10 1.140
0 YEARS	1.000	636	658	681	690	703	725
1 YEAR	1.035	658	681	704	714	727	750
2 YEARS	1.070	681	704	728	738	752	776
3 YEARS	1.105	703	727	752	763	777	801
4 YEARS	1.140	725	750	776	787	801	827
5 YEARS	1.175	747	773	800	811	826	852
6 YEARS	1.210	770	796	823	835	850	877
7 YEARS	1.245	792	814	847	859	875	903
8 YEARS	1.280	814	843	871	907	900	928
9 YEARS	1.315	836	866	895	907	924	953
10 YEARS	1.350	859	889	919	932	949	979
11 YEARS	1.385	881	912	943	956	973	1,004
12 YEARS	1.420	903	935	966	980	998	1,030
13 YEARS	1.455	925	958	990	1,004	1,023	1,055
14 YEARS	1.490	925	1,004	1,014	1,028	1,047	1,080
15 YEARS	1.525	925	1,004	1,038	1,052	1,072	1,106
16 YEARS	1.560	925	1,004	1,038	1,076	1,096	1,131
17 YEARS	1.595	925	1,004	1,038	1,076	1,121	1,156
18 YEARS	1.630	925	1,004	1,038	1,076	1,121	1,182
19 YEARS	1.665	925	1,004	1,038	1,076	1,121	1,182
20 YEARS	1.700	925	1,004	1,038	1,076	1,121	1,182
21 YEARS	1.735	925	1,004	1,038	1,076	1,121	1,182

SCHEDULE C EXTRA CURRICULAR ACTIVITIES PAYMENT SCHEDULE

In the event an employee is assigned any of the following extra curricular activities, payment shall be based on percentage of the B.A. base salary (B.A./0 years) for the contract year.

<u>COACHING DUTIES</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
JUNIOR HIGH MAJOR SPORT Assistant Coach	5%	5%	6%	6%	7%
JUNIOR HIGH MAJOR SPORT Head Coach	5%	5%	6%	6%	7%
JUNIOR HIGH MINOR SPORT Head Coach	3%	3%	4%	4%	5%

OTHER DUTIES

5th/6th Grade Overnight Trip	1%
Music Director	5%
Summer Band Director	5%
Student Council Advisor	2%
Hazardous Chemical Advisor	1%
Scorekeeper and Timekeeper (each time)	\$10.00

SCHEDULE D

NORTH WINNESHIEK COMMUNITY SCHOOLS

DUES DEDUCTION AUTHORIZATION

TO: North Winneshiek Board of Education

I hereby request and authorize the Board of Education of the North Winneshiek Community School District to deduct from my earnings the sum of \$ _____, representing my annual dues with the North Winneshiek Education Association for the school year 2007-2008. I understand that _____ one sixteenth of the above figure will be deducted from each of the payrolls beginning with the October 15 payroll, as determined in Section B of this Article, and that each deduction will be remitted to the Treasurer of the North Winneshiek Education Association on my behalf.

Date

Signature

OFFICE USE ONLY

Employee Name

Social Security Number

Withholding Dates: October 15, 2007 through December 15, 2007

or

October 15, 2007 through May 30, 2008

Total Dues: \$ _____ divided by _____ pay periods

Total Dues: \$ _____ divided by _____ pay periods

Amount per pay period: \$ _____